

**UNITED STATES DISTRICT COURT
NORTHER DISTRICT OF OHIO
EASTERN DIVISION**

FedEx Corporate Services, Inc.
3610 Hacks Cross Road
Memphis, TN 38125

Civil Action No.: _____

Judge: _____

Plaintiff

COMPLAINT

-vs-

Burke Decor, LLC
Serve: Jeremy M. Bryan, Agent
6 Federal Plaza Central, Suite 1300
Youngstown OH 44503

\$1,680,076.41

Defendant

Now comes Plaintiff, through counsel, and for its Complaint against the Defendant states as follows:

PARTIES AND JURISDICTION

1. Plaintiff, FedEx Corporate Services, Inc., (hereinafter "Plaintiff"), is a Delaware corporation with its principal place of business located at 3610 Hacks Cross Rd, Memphis, Tennessee.

2. Plaintiff is registered with the Ohio Secretary of State to transact business in Ohio.

3. Plaintiff is the lawful owner of the account which is the subject matter of this civil suit.

4. Plaintiff alleges an amount of controversy in excess of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

5. Defendant, Burke Decor, LLC ("Defendant"), is an Ohio limited liability company with its principal place of business located at 6 Federal Plaza Central, Suite 1300, Youngstown, OH 44503.

6. This court has jurisdiction over this action pursuant to 28 U.S.C. §1332 because there

is complete diversity of citizenship between the parties, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

7. Venue in this district is appropriate under 28 U.S.C. §1391 because a substantial part of the events giving rise to this claim occurred in the district as Plaintiff provided a large number of its services to Defendant in this district , and because Defendant resides in this district.

STATEMENT OF FACTS

8. Plaintiff manages corporate accounts for FedEx commercial shipping services.

9. Defendant is a furniture company that has been using Plaintiff's shipping services, pursuant to a FedEx Transportation Service Agreement, since before 2023

10. On or about June 20, 2023, Defendant signed an Amendment to the Transportation Service Agreement, a copy of the Amendment is attached hereto as Exhibit "A"

COUNT I - BREACH OF CONTRACT

11. Plaintiff fully restates the allegations in paragraphs one through ten as if fully rewritten herein.

12. Defendant has defaulted on the terms of the parties' Agreement by virtue of failing to make timely payment.

13. Defendant presently owes Plaintiff the sum of \$1,680,076.41, with interest at the rate of 8% per year from January 5, 2024. A statement of account evidencing Defendant's indebtedness is attached hereto as Exhibit "B".

14. According to the terms and conditions of the Agreement between the parties, Plaintiff is entitled to recovery of its reasonable attorney's fees herein incurred, as Plaintiff's attorney herein is not a salaried employee of Plaintiff.

COUNT III - FOR GOODS AND SERVICES SOLD AND DELIVERED

15. Plaintiff fully restates the allegations in paragraphs one through fourteen as if fully rewritten herein.

16. Defendant owes the sum of \$1,680,076.41 for goods and/or services sold and

delivered between December 21, 2022 and July 24, 2024.

COUNT III - UNJUST ENRICHMENT

17. Plaintiff fully restates the allegations in paragraphs one through sixteen as if fully rewritten herein.

18. Defendant has received goods and/or services valued in the amount of \$1,680,076.41, without making payment to Plaintiff, and has been unjustly enriched.

COUNT IV - ACCOUNT STATED

19. Plaintiff fully restates the allegations in paragraphs one through eighteen as if fully rewritten herein

20. Plaintiff billed Defendant on a regular basis and Defendant never raised any disputes prior to the commencement of Plaintiff's attempts to collect this past-due balance.

21. Defendant presently owes Plaintiff the sum of \$1,680,076.41.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests Judgment against Defendant for the sum of \$1,680,076.41, with interest at the rate of 8% per year from January 15, 2024; for its reasonable attorney's fees herein incurred as provided for; and costs.

Respectfully Submitted,

/s/ Mark Sheriff

Mark Sheriff (0019273)
Thomas & Thomas Attorneys at Law
Attorneys for Plaintiff
2323 Park Avenue
Cincinnati, OH 45206
Ph: 513/961-5311
Fax: 513/961-0075
Mark.Sheriff@tt-law.com

